Laidlaw Transit *and* Miscellaneous Drivers, Helpers, Healthcare and Public Employees Local Union No. 610, affiliated with International Brotherhood of Teamsters, AFL–CIO.[1] Cases 14–CA–21412 and 14–RC–11003

January 6, 1993

DECISION, ORDER, AND DIRECTION OF SECOND ELECTION

BY CHAIRMAN STEPHENS AND MEMBERS DEVANEY AND OVIATT

On March 31, 1992, Administrative Law Judge George F. McInerny issued the attached decision. The Respondent filed exceptions and a supporting brief.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the decision and the record in light of the exceptions and brief and has decided to affirm the judge's rulings, findings,[2] and conclusions[3] and to adopt the recommended Order as modified.[4]

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge as modified below and orders that the Respondent, Laidlaw Transit, Inc., St. Louis, Missouri, its officers, agents, successors, and assigns, shall take the action set forth in the Order as modified.

Insert the following after paragraph 2(c).

''IT IS FURTHER ORDERED that the election held in Case 14–RC–11003 be set aside, and that case is remanded to the Regional Director for Region 14 to conduct a new election whenever he deems appropriate.''

[Direction of Second Election omitted from publication.]

[1] The name of the Charging Party has been changed to reflect the new official name of the International Union.

[2] The Respondent has excepted to some of the judge's credibility findings. The Board's established policy is not to overrule an administrative law judge's credibility resolutions unless the clear preponderance of all the relevant evidence convinces us that they are incorrect. *Standard Dry Wall Products*, 91 NLRB 544 (1950), enfd. 188 F.2d 362 (3d Cir. 1951). We have carefully examined the record and find no basis for reversing the findings.

[3] In agreeing with the judge's recommendation to set aside the election in Case 14–RC–11003, we do not rely on Terminal Manager Meixner's unlawful interrogation of employee Shields. Shields was discharged for cause before the election, and therefore this interrogation—which was directed only to Shields and which was not shown to have been disseminated to the other employees—could not have affected the election result. Further, we find it unnecessary to pass on the judge's finding that Division Manager Hughes also unlawfully interrogated Shields about his union sentiments.

In affirming the judge's finding that Manager Wenzara unlawfully threatened employee Dixon with reprisals in violation of Sec. 8(a)(1), we view Wenzara's remark to Dixon that they were no longer friends, but ''only boss and employee,'' in conjunction with Wenzara's statement to Dixon that she would ''kick his ass.'' We do not consider the ''kick his ass'' statement to be a threat of physical harm. Instead, the two remarks taken together conveyed the message that Wenzara would use her authority to change Dixon's employment conditions for the worse because of his union activities.

The judge found, inter alia, that the Respondent violated Sec. 8(a)(1) by barring employees from distributing union literature on the Respondent's property, and that this conduct also interfered with the election, as he viewed Petitioner's Objection 5 to have alleged. In affirming these findings, we note that Objection 5 alleges that the Respondent during the same incident threatened employees with arrest in order to prevent the distribution of union literature on its premises, but that the judge did not specifically find that the Respondent threatened the prounion employees with arrest. Nevertheless, we find that the Respondent's unlawful barring of access to employees with union literature is sufficiently related to the conduct alleged in Objection 5 to warrant the judge's recommendation that Objection 5 be sustained.

[4] The judge inadvertently failed to direct a second election in his recommended Order. In addition, in par. 1(a) of the recommended Order, substitute the word ''preventing'' for ''presenting.''

Caryn Fine, Esq., for the General Counsel.
Julius M. Steiner, Esq. and *Jacqueline T. Shulman, Esq.* (*Spector, Cohen, Gadon & Rosen)*, of Philadelphia, Pennsylvania, for the Respondent.
George O. Suggs, Esq. (William, Suggs & Watkins), of Saint Louis, Missouri, for the Charging Union.

DECISION AND REPORT ON OBJECTIONS

GEORGE F. MCINERNY, Administrative Law Judge. On November 14, 1990, Miscellaneous Drivers, Helpers, Healthcare and Public Employees Local Union No. 610, International Brotherhood of Teamsters, AFL–CIO (the Union), filed a petition with Region 14 of the National Labor Relations Board (Regional Office or the Board), in Case 14–RC–11003 asking for an election among certain drivers employed by Laidlaw Transit, Inc. (the Company or Respondent).

Pursuant to a Stipulated Election Agreement, an election was conducted under the auspices of the Regional Office on May 10, 1991,[1] at which the Union received 81 votes and 126 people voted against the Union.

The Union filed objections to conduct by the Company alleged to have affected the outcome of the election, on May 17, and on that same day filed charges in Case 14–CA–21412, alleging that certain conduct by the Company violated Section 8(a)(1) of the National Labor Relations Act (the Act). A complaint alleging certain violations of the Act issued on June 27. The Respondent filed a timely answer on July 8, denying the commission of any unfair labor practices.

On June 28, the Regional Director for Region 14 issued a report on objections in which he concluded that certain of the objections filed by the Union raised substantial and material issues of fact which could best be resolved by a hearing. The Regional Director ordered further that a hearing be held on those issues, and that Case 14–RC–11003 be consolidated with Case 14–CA–21412.

[1] All dates herein are in 1991 unless otherwise specified.

Pursuant to these orders, a hearing was held before me at St. Louis, Missouri, on August 13, at which all parties were represented by counsel, and had the opportunity to present testimony and documentary evidence, to examine and cross-examine witnesses, to make motions, and to argue orally. Following the hearing, briefs were filed by the General Counsel and the Respondent, which briefs have been carefully considered.

Based on the entire record, including my observations of the witnesses and their demeanor, I make the following

FINDINGS OF FACT

I. JURISDICTION

A. *The Company*

The Company is a corporation organized and existing under the laws of the State of Delaware. It maintains terminals at 2210 South Seventh Street, and 375 East Carrie Avenue, St. Louis, Missouri, where it is engaged in the business of providing schoolbus services. During the 12-month period ending May 30, 1991, the Company bought and received at its St. Louis terminal goods and materials valued at over $50,000 directly from points outside the State of Missouri, and, in that same period, derived gross revenues from its schoolbus operations at these terminals of over $250,000. The complaint alleges, the answer admits, and I find that the Company is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

B. *The Union*

The complaint alleges, the answer admits, and I find that the Union is a labor organization within the meaning of Section 2(5) of the Act.

II. THE ALLEGED UNFAIR LABOR PRACTICES

A. *The Shields' Incidents*

Kenneth Wayne Shields worked as a busdriver for the Company at its Seventh Street terminal from August 1990 until May 2, 1991. Shields testified that while he worked out of the Seventh Street terminal Mike Hughes was one of the ''head supervisors''[2] and Donna Meixner was the ''head terminal supervisor.''[3] Shields stated that the union organizing campaign began in October 1990, but that he took no part in the campaign, nor did he wear any buttons, pins, or other union insignia during the campaign.

In December 1990, Shields testified that he went to Mike Hughes' office at the Seventh Street terminal to talk about a problem he (and other drivers, apparently) was having with a dispatcher named Brad (Bradley Hudson) on the time that drivers returned to the terminal. After they had discussed this, Hughes asked Shields how he felt about a union coming in. Shields replied that ''something needed to be done about Brad.'' Hughes then said to Shields ''just vote no.'' Hughes did not testify at this hearing.[4]

Shields impressed me as a truthful and candid witness. He did not participate in any activities on behalf of the Union, and there is no evidence that the Company considered him to be a union supporter. I have no reason to doubt Shields' version of his conversation with Hughes, and I find that that conversation constituted an unlawful interrogation in violation of Section 8(a)(1) of the Act; *Hanes Hosiery*, 219 NLRB 338 (1975).

Shields also testified about two conversations with Terminal Manager Donna Meixner. These occurred on December 21, 1990, and January 4, 1991. These conversations took place during disciplinary interviews. Shields was accused by the Company of not showing up for his assigned route, and not calling in at or before a designated time so that the Company could assign a replacement. He was given what are referred to as ''no-call no-show'' letters on these two occasions.

At that meeting, as Donna Meixner explained, she would try to have a witness or witnesses present when she spoke to the offending employee and gave her or him the no-call, no-show letters. At the December and January meetings Pam Wenzara, safety, training and personnel (STP) supervisor for the St. Louis terminals, was present. Brad Hudson also sat in for portions of the meetings.

In both of these meetings, Meixner discussed the violations of company rules and handed Shields the no-call, no-show letters. She then asked him how he felt about the Union, and advised him to ''vote no.''

At another meeting, on May 2, 1991, Shields was called in to receive a final no-call, no-show letter and was discharged. Meixner gave Shields the letter and told him that he was fired because this was the fourth time he had not called and had not shown up for his scheduled run. According to Shields, Pam Wenzara was present. After telling Shields he was being discharged, Shields quoted her as telling him that she didn't ''have to worry about you voting because you're being terminated.''

Meixner denied ever having mentioned the Union, or ''vote no,'' in these meetings. Her denials seemed candid enough, but I am concerned by the fact that Brad Hudson, who testified that he participated in only 6 or 7 minutes of the December meeting, and the whole January meeting, was not asked any questions about the May 2 meeting even though Respondent presented him as its witness, and even though Meixner testified that he was at that meeting. Moreover, Pam Wenzara, who was admitted by Respondent to be a supervisor within the meaning of the Act, was no longer an employee of Respondent at the time of the hearing. As in the case of Hughes, there was no evidence nor any representation that Respondent had made any efforts to bring her in to testify here. I understand from my own experience that it is sometimes inadvisable to present a witness, not because that witness would tell a story adverse to the interests of the client, but for a number of different and legitimate reasons. I am, therefore, loath to draw the adverse inferences sought by the General Counsel here.

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[2] Hughes was identified in the complaint as division manager in charge of both terminals.

[3] Meixner was named in the complaint as terminal manager.

[4] A footnote in Respondent's brief informs us that Hughes was no longer an employee of the Company at the time of the hearing. There was no evidence or claim that he was ill, or missing, or otherwise unavailable to testify here, or that any effort had been made to find him and bring him in as a witness. I do not draw any inferences from this as to how Hughes would have testified if he had been subpoenaed, or otherwise brought in to the hearing, but the fact remains that Shields' testimony on this incident is undenied.

But, where one witness to a critical event is not asked about that event, and another witness is not presented at all, with no reasonable explanation, I find a lack of corroboration which reflects unfavorably on the credibility of Meixner.[5] I, therefore, find that Meixner's questioning of Shields, in the context of a disciplinary hearing, about his feelings toward the Union, and, in that same context, advising him to vote no, violated Section 8(a)(1) of the Act. *Sealectro Corp.*, 280 NLRB 151 (1986).

B. *The Dixon Incident*

Gilbert Dixon had been employed by Respondent from August 24, 1990, up to at least the time of this hearing, as a busdriver at the Carrie Avenue terminal. Dixon was interested in the organizing campaign by the Union, and he had passed out authorization cards, while off duty at the terminal. He was named as a member of the Union's organizing committee in a letter dated April 18, 1991, from the Union to Division Manager Mike Hughes. Dixon stated that a copy of this letter was posted on the bulletin board at the terminal.

Dixon had driven a schoolbus for another employer before coming to work for Laidlaw. While at the other employer's location, he had known and become friendly with Pam Wenzara. In late March or early April 1991, Wenzara came up to him at the Carrie Avenue terminal and berated him angrily for starting the Union, told him she was taking the matter seriously, reminded him that she had hired him after he had been convicted for drunk driving, and threatened to ''kick his ass.'' She concluded by telling Dixon that they were no longer friends, but ''only boss and employee.''[6]

Dixon impressed me as a credible witness. Wenzara did not testify, and I believe Dixon's story. I find that Wenzara's threats of reprisal against Dixon violated Section 8(a)(1) of the Act; *Hunter Douglas, Inc*., 277 NLRB 1179 (1985).

C. *The Grace Period Incident*

The Company had a policy which required drivers to report in 10 minutes before their runs were to leave. The 10 minutes were provided so that the drivers could give their busses a road check to make sure there would be no problems on their trips. In practice, however, drivers could do the road checks in 5 minutes or so.[7]

Several employees, Gilbert Dixon, Carl Thomas, and Gary Sortor, all working out of the Carrie Avenue Terminal, testified that a practice had grown up there of allowing drivers to check in 5 minutes late, without losing their run by reason of tardiness. On April 1, a notice was put up by management stating that effective April 1 there would no longer be a 5-minute grace period. Several employees (not including any of the witnesses here) lost their routes.

William Collins, the Carrie Avenue terminal manager, testified that there really was no grace period, but that one of his dispatchers, identified only as ''Vince,'' had adopted an informal policy of granting a 5 minute grace period to some employees. When Collins found out about it through complaints from other drivers, he ordered it stopped.

There is no real credibility question on this issue. Indeed, the whole issue is vague and ill-defined in terms of showing either that there was a practice that was changed, or that the Company's motivation for change was influenced in any way by the union campaign.[8] I cannot find on this issue that the General Counsel has established a prima facie case for a violation of law; *Wright Line*, 251 NLRB 1083 (1980).

D. *Buttons and Caps Incidents*

Tommie Smith, a driver at the Seventh Street terminal, testified that about 2 weeks before the election, he saw Donna Meixner drive up to the terminal in her car. She went into the dispatchers' office and asked an employee to bring some boxes from her car in to the dispatch office. When the boxes were opened, it could be seen that they contained white, painters' style, caps with ''vote no'' printed in red letters on them. Mike Wise and another employee named Columbus Hamilton began to pass out the hats to drivers who were standing around and urged the drivers to vote no. Donna Meixner, according to Smith, joined in, asking the employees to vote no against the Union.

On May 7, Smith stated that, when he returned from his route, he saw Meixner passing out caps and telling employees not to vote for the Union.

I found Smith to be a credible witness. His demeanor was firm and his manner was open and candid during his testimony. Donna Meixner testified that she did not bring the boxes to the terminal in her car. She said that she left the boxes in the dispatch office, but that she did not participate in passing out the hats, or in encouraging employees to vote no.

Terrance Strong, another employee, testified that he passed out hats; that he was opposed to the Union; and that he did not see Meixner passing out hats or urging employees to vote no. However, Smith identified Mike Wise and Columbus as those employees he saw passing out hats, and that they were joined by Donna Meixner in that activity. Smith did not identify Strong as being present at that time.

Meixner had, as I have found, interrogated Kenneth Shields about the Union, and urged him to vote no. I find this prior conduct is consistent with her feelings in this matter as shown in the distribution of the hats. I find that she did participate in giving hats to employees, with the request to vote no; that this activity placed employees in the position of disclosing their preference for or against the Union by the acceptance or rejection of the hats, *R. L. White Co*., 262 NLRB 575 (1982); and I find this to be a violation of Section 8(a)(1); *Tappan Co.*, 254 NLRB 656 (1981).[9]

E. *William Collins' Surveillance*

Gary Sorter testified that about April 30, he returned to the Carrie Avenue terminal from his morning run and came into the trailer where the drivers' room was located. He saw an employee whose name was Rosie Dunn. She had a clipboard

[5] See, e.g., *Antenna Department West*, 266 NLRB 909, 912 (1983).

[6] The General Counsel moved to amend the transcript to eliminate the word ''not'' on p. 54 L. 23. That motion is allowed.

[7] If a driver did not show up in time for the run, that run was taken over by a standby driver, a number of whom are at the terminal waiting for such an eventuality.

[8] Or whether the practice was confined only to the Carrie Avenue terminal. Tommie Smith, who worked out of Seventh Street, did not know about a grace period.

[9] Despite the fact that buttons were mentioned in the complaint, there were no buttons in evidence here.

and was sitting at a table there in the drivers' room. As employees came in the door, Dunn asked them if they were for or against the Union. If they said they were against the Union, she asked them to sign their names on a petition she had attached the clipboard. Sorter said at least one employee, a man named Tim, signed the paper while Sorter watched.

As Sorter watched this, William Collins came out of his office and walked over to where Dunn was sitting. She said to him ''I've got those names'' and he took four or five pages off the clipboard and went back into his office. He came out a minute or so later with a manila folder under his arm, and gave some pages back to Rosie Dunn.

Willaim Collins denied that he had taken or received any antiunion petition from Dunn. Collins said that on April 30, Sorter may have seen him getting mail from Dunn, as it was her responsibility to drive a shuttle back and forth between the terminals and the public transportation office (in downtown St. Louis). Sorter might have seen Dunn give mail to Collins.

Sorter's testimony about what Dunn was saying was not denied. Dunn did not testify and there was no explanation offered by Respondent for that. There was no explanation about the clipboard sheets, which, it seems obvious, were not ''mail,'' and no explanation of the manila folder.

Sorter's testimony is logical and credible, and is substantially not contradicted by Respondent's witnesses. I find that the impression received by Sorter, that employees were being solicited to sign an antiunion petitions, and that those signatures were turned over to the terminal manager, was unlawful surveillance of employees and a violation of Section 8(a)(1). *Hanes Hosiery*, supra.

F. *Interference with Access to the Terminal*

On May 8 the Company held a meeting for all employees at the Seventh Street terminal to hear a talk by Regional Vice President Robert Hach. The meeting was held at about 10 o'clock in the morning, a time when all employees would be off their runs and free to attend.

The Company was concerned about security. Meixner and Brad Hudson spent the meeting checking the attendees to make sure there were no nonemployees present. The reasons for this were not given, but this is what Meixner and Hudson said they did, and what they were worried about. As a further precaution, Meixner assigned Columbus Hamilton, an employee with established antiunion credentials who didn't need to hear Hach's speech, to stand watch at the main gate to the terminal to see that no nonemployees attempted to sneak in.

After the meeting ended, four union adherents, Gilbert Dixon, Gary Sorter, Carl Thomas, and Tommie Smith left the area where the meeting was held, went to Tommie Smith's car, got out some union literature, and headed back to the terminal to pass it out to other employees who had been at the meeting.[10] At the gate going into the terminal they were met by Columbus (Bo) Hamilton and Terrance Strong. Hamilton stopped them and told them they could not come in with the literature. When asked why, he replied ''Management says you can't come in here.'' There was some more discussion, and when Thomas tried to go through the gate again, Hamilton told him that they would be ''locked up'' if they came through.

So the union adherents stayed outside the gate and attempted to pass out the literature to those coming out the gate.

Hamilton testified that he was sent out to the gate by Donna Meixner to see that no one not employed by the Company came into the terminal. He admitted that he told Thomas and the others that they could not pass out their literature on the lot. He denied that he threatened to call the police or have them arrested. He further denied that Meixner had told him not to let employees with union literature into the lot.

Meixner testified that she asked Hamilton to go out and keep nonemployees off the premises during the speech. She denied that she told him to do anything else. Her testimony was corroborated by Brad Hudson, who said that he was present when Meixner sent Hamilton out to the gate.

Terrance Strong testified that he became involved in this incident almost by accident. He was going to get something to eat,[11] saw Hamilton, and asked what he was doing. Hamilton told him, so he went and got something to eat, then joined Hamilton at the gate. When Hamilton told the employees that they shouldn't pass out the union literature on company property, Strong, who was also antiunion, agreed with him.

There is no dispute here that Hamilton was authorized and was dispatched by Meixner to keep unauthorized persons off the property during Hach's speech. There is no dispute, also, that Hamilton barred the union adherents from coming back onto the property, where they had just attended the company-sponsored meeting, only because they were carrying union literature.

Even if, for the sake of argument, we conclude that Hamilton did not threaten Thomas and the others with arrest, or try to intimidate them because of Strong's 6-foot 4-inch, 250-pound bulk, at no time during that confrontation did Hamilton deny that he told Thomas that he was representing management.

As the General Counsel has correctly pointed out, an employer is responsible for the conduct of its supervisors, and for the conduct of nonsupervisory employees who have been placed by management in strategic positions where employees could reasonably believe they speak on behalf of management. *Roskin Bros., Inc.*, 274 NLRB 413 (1985), and *B-P Custom Building Products*, 251 NLRB 1337 (1980).

Here, Hamilton was an agent, indeed, in this case, a guard, appointed to keep unauthorized people out. Employees could, and did, quite reasonably believe that Hamilton had authority to keep them out. Thus, I find that the Respondent is this case is responsible for Hamilton's conduct and such conduct is a further violation of Section 8(a)(1).

III. REPORT ON OBJECTIONS

On May 17 the Union filed with the Regional Director for Region 14 objections to conduct by the Company alleged to have influenced the results of the election held on May 10. These objections were as follows:

[10] Dixon, Sorter, and Thomas were to go in by the front gate, Smith was to go around to the rear entrance. Smith did not encounter the same problems out at the back entrance.

[11] Apparently, Strong did not attend the meeting.

1. The Employer changed its policy as to extra work and the pay therefor after the filing of the petition for election. In this regard the Employer eliminated a five minute grace period; eliminated the practice of allowing drivers to fuel their vehicles; and eliminated its practice of paying employees for extra time worked.

2. The Employer by and through its agents, representatives and supervisors interrogated employees and polled employees as to their union sympathies and as to how they would vote in their upcoming election.

3. The Employer threatened closing and loss of employment if the Union prevailed in the election; one such threat having been made during an Employer-sponsored meeting.

4. The Employer allowed anti-union campaigning on Employer property but denied union supporter the same opportunity to post signs or notices or to distribute pro-union materials.

5. The Employer threatened employees with arrest in order to enforce its rule prohibiting distribution of literature on the Employer's property.

6. The Employer after the filing of the election petition gave bar-b-ques for employees on the premises, a practice which was not previously begun.

On June 27, the Union filed a written request to withdraw that portion of Objection 1 alleging that the Employer eliminated the practice of paying drivers for extra time worked and of allowing drivers to fuel their vehicles; that portion of Objection 3 which alleged that the Employer threatened closing of facilities; and Objections 4 and 6 in their entirety. The Regional Director approved these requests on June 28, 1991.

On the same day, June 28, the Regional Director issued a report on objections in which he found that the objectionable conduct alleged in the remaining portions of Objections 1 and 3,[12] and in Objections 2 and 5 substantially tracked allegations of unfair labor practices contained in the complaint issued on June 27. The Regional Director found that these objections raised substantial and material questions of fact which could best be resolved by a hearing. He therefore ordered that a hearing be held on these matters, and that this case, Case 14–RC–11003, be consolidated with Case 14–CA–21412 for purposes of the hearing.

At the hearing, as I have noted above, I have found certain unfair practices covering the identical material contained in Objections 2 and 5, and additional objectionable conduct mentioned in parts A and B of the report on objections. I have found that the conduct alleged as the remaining portion of Objection 1 was not an unfair labor practice.

On the basis of these findings, I find further that Objections 2 and 5, and conduct set out in parts A and B of the report on objections, have merit and I recommend that those objections be sustained, and that the Board order a new election at a time and place, and under such conditions as the Board may see fit to impose.

[12] The remaining part of Objection 3, that Division Vice President Hach threatened employees with loss of jobs, was reflected in par. 4(I) of the complaint. At the hearing, the General Counsel moved to delete this subparagraph. There was no objection and the motion was allowed. No evidence was received on this issue, and I recommend that Objection 3 be dismissed in its entirety.

IV. THE REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, I shall recommend that it cease and desist therefrom, and that it take certain affirmative action in the form of posting a notice, designed to effectuate the policies of the Act.

CONCLUSIONS OF LAW

1. The Respondent, Laidlaw Transit, Inc. is an employer within the meaning of Section 2(2), (6), and (7) of the Act.

2. Miscellaneous Drivers, Helpers, Healthcare and Public Employees Local Union No. 610, affiliated with International Brotherhood of Teamsters, AFL–CIO, is a labor organization within the meaning of Section 2(5) of the Act.

3. By interrogating its employees about their sentiments toward the Union; by threatening its employees with different and more onerous treatment; by giving employees the impression that their sentiments for or against the Union were under observation by Respondent; and by interference with employees' legitimate union activities on Respondent's premises, Respondent has violated Section 8(a)(1) of the Act.

On the foregoing findings of fact, conclusions of law, under the provisions of Section 10(e) of the Act, and on the entire record, I issue the following recommended[13]

ORDER

The Respondent, Laidlaw Transit, Inc., St. Louis, Missouri, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Interrogating its employees about their union sentiments; threatening its employees with more difficult working conditions because of their union activities; giving the impression that their sentiments toward the Union were under surveillance and attempting to learn about those sentiments by the passing out of hats with a written ''vote no.'' on them; and preventing employees from entering the Respondent's premises because they had union literature in their possession.

(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Post at its locations in St. Louis, Missouri, copies of the attached notice marked ''Appendix.''[14] Copies of the notice, on forms provided by the Regional Director for Region 14, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken

[13] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

[14] If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading ''Posted by Order of the National Labor Relations Board'' shall read ''Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board.''

by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

(b) Sign and return to the Regional Director sufficient copies of the notice for posting by Laidlaw Transit, Inc., if willing, at all places where notices to employees are customarily posted.

(c) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

After a hearing in which all parties has an opportunity to give evidence, it has been found that we violated the National Labor Relations Act in certain respects and we have been ordered to post this notice.

WE WILL NOT interrogate our employees about their union sentiments.

WE WILL NOT threaten our employees with more difficult working conditions because of their union activities.

WE WILL NOT give impression that our employees sentiments about the Union are under our surveillance.

WE WILL NOT attempt to learn our employees sentiments about the Union by passing our ''vote no'' hats.

WE WILL NOT prevent our employees from entering on our property because they are carrying union literature.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

LAIDLAW TRANSIT, INC.